

7. Accept responsibility for disallowances and incur the penalties of same resulting from the activities associated with this agreement. Return to DSS/DMS any federal share which is deferred or ultimately disallowed or both arising from the administrative claims submitted to DSS/DMS by the Government Entity.
8. Maintain all necessary documentation for a minimum of five (5) years that supports the administrative claims, actual operating budget and actual cost per unit, and provide the Health Care Financial Administration (HCFA) any necessary data for auditing purposes.
9. Consult with DSS/DMS on issues arising out of this agreement. Conduct all activities recognizing the authority of the single state Medicaid agency in the administration of the Medicaid State Plan on issues, policies, rules and regulations on program matters.
10. Meet with DSS/DMS on a regular basis, at least annually, to exchange information regarding policy and procedure relating to the efficient administration of medically necessary transportation.
11. Allow DSS/DMS and HCFA, or any of their representatives, full access to and the right to examine, during normal business hours and as often as DSS/DMS or HCFA deems necessary, all of the Government Entity's records with respect to all matters covered by this contract. Such representatives shall be permitted to audit under the guidelines of OMB Circular A-128 "Audits of State and Local Governments," or OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions," and examine and make excerpts or transcripts from such records and other matters covered by this contract. Such rights shall last for five years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this contract is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the Government Entity retains ownership or possession of such property.
12. Maintain in amount and form satisfactory to DSS/DMS such insurance as will be adequate to protect the Government Entity in case of accident. If permitted by law, the Government Entity may maintain a self-insurance program in lieu of purchasing insurance coverage. The Government Entity shall verify compliance with this section by submitting a copy of its certificate of insurance, or if self-insured, a copy of its self-insurance plan.
13. Hold harmless and indemnify DSS/DMS, its agents, employees and assigns, from every expense, liability or payment arising out of any negligent act or omission committed in the performance of this contract by the Government Entity, its employees or subcontractors.

TN. 203-1Reinstated
Approval Date MAY 02 2003Supersedes TN. New Material

Effective Date _____

14. Nondiscrimination assurance: With regard to work under this agreement, the Government Entity agrees as follows:
- A. Civil Rights Statutes: The Government Entity shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Government Entity is providing services or operating programs on behalf of DSS/DMS, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.
 - B. Nondiscrimination: The Government Entity shall not discriminate on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention for subcontractors, including procurement of materials and leases of equipment. The Government Entity shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5 including employment practices.
 - C. Solicitations for Subcontracts, Including Procurement of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Government Entity. In all solicitations either by competitive bidding or negotiation made by the Government Entity for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Government Entity of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
 - D. SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The Government Entity shall comply with all the requirements imposed by the U.S. Department of Transportation regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments thereto) set forth in 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal Department or Agencies.
15. The Government Entity agrees to accept and abide by the terms and conditions of 49 CFR Parts 40, 651 and 653 mandating drug and alcohol testing.

TN. 4,16-180Supersedes TN. New MaterialReinstated
Approval Date MAY 02 2003Effective Date 4-1-96

III TERMS OF THIS AGREEMENT

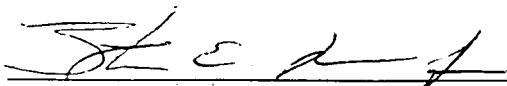
1. The period of this Operating Assistance Agreement shall begin July 1, 1996. This agreement may be terminated upon any of the following conditions:
 - A. If, by any cause, the Government Entity shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Government Entity shall violate any of the covenants, agreements, or stipulations contained herein, DSS/DMS shall have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after written notice is sent to the Government Entity describing such default or violation.
 - B. The DSS/DMS may terminate this Agreement without recourse in the event that, for any reason, federal/state funds are not appropriated, allotted, or available to DSS/DMS for the purpose of meeting DSS/DMS's obligation hereunder. DSS/DMS will provide written notice of such termination to the Government Entity at least five (5) days prior to the effective date of termination.
 - C. The Government Entity may terminate this Agreement without recourse in the event that, for any reason, state/local funds are not appropriated, allotted, or available to the Government Entity for the purpose of meeting the Government Entity's obligation hereunder. The Government Entity will provide written notice of such termination to DSS/DMS at least five (5) days prior to the effective date of termination.
 - D. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.
2. If the Government Entity fails to comply with the nondiscrimination provisions of this Agreement, DSS/DMS shall impose such contract sanctions as it or HCFA may determine to be appropriate, including but not limited to:
 - A. Withholding of payments to transportation agency under the Agreement until the Government Entity complies;
 - B. Cancellation, termination or suspension of the Agreement, in whole or part, or both.

TN. 2-22-03Supersedes TN. New Market 1991


Reinstated
Approval Date MAY 02 2003

Effective Date

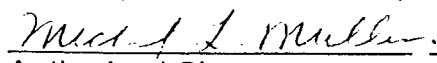
3. Any change in the Agreement, whether by modification or supplementation or both, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Government Entity and DSS/DMS.
4. None of the project activities described in appendixes A or B shall be subcontracted without the prior written consent of DSS/DMS. All subcontracts shall be subject to the terms and conditions of this Agreement. The Government Entity, however, shall remain responsible for the proper completion of the project notwithstanding the subcontract.
5. The Government Entity shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement whether by assignment or novation, without the prior written consent of DSS/DMS.
6. The Agreement shall be construed according to the laws of the state of Missouri. the Government Entity shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
7. The Government Entity shall not be reimbursed for administration of medically necessary medical transportation services incurred prior to or after the project period. Post audit activities will be conducted by DSS/DMS.
8. Reimbursement received, as a result of this agreement, shall not be used to reduce the amount the Government Entity has allowed for non-emergency medical transportation of Missouri Medicaid eligible individuals or to reduce its existing transportation program.


 Gary J. Stangler, Director
 Department of Social Services

9/27/96
 Date


 Donna Checkett, Director
 Division of Medical Services

9-23-96
 Date


 Authorized Signer
 The Government Entity

10-11-96
 Date

TN.

Reinstated
 Approval Date MAY 02 2003

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Effective Date

Appendix A

**APPLICATION FOR FUNDS FROM
THE DEPARTMENT OF SOCIAL SERVICES DIVISION OF MEDICAL SERVICES
TITLE XIX TRANSPORTATION OPERATING ASSISTANCE PROGRAM
AND CERTIFICATION OF GENERAL REVENUE**

Fiscal Year July 1, 1996 through June 30, 1997

SECTION I. General Information

Name of The Government Entity Nevada City Hospital

Address 800 S. Ash Contact Person Ron Hicks

Nevada, Mo. 64772 Telephone Number 417-667-3355 ext 380

SECTION II. Program Description

A. Area of Service

B. Days and Hours of Operation

C. Estimated total trips, miles for fiscal year, cost per mile and Medicaid cost

1. Estimated total one-way trips to be provided	<u>7,680</u>
2. Estimated Medicaid medical one-way trips	<u>6,912</u>
3. Estimated total vehicle miles to be operated (for entire transportation program)	<u>100,000</u>
4. Total Administrative & Operating expense (for entire transportation program) (Appendix B, C.)	<u>204,070</u>
5. Estimated Cost per Mile (#4/#3) or Estimated Cost per Trip (#4/#3)	<u>2.04/M</u> 26.57/T
6. Estimated Medicaid Miles	<u>90,000</u>
7. Estimated Operating Cost (Medicaid) (#5 * #6)	<u>183,663</u>

D. Transportation Sources

Year/Make/Type	Handicapped Equipped		Passenger Capacity	Owned	Leased
	Yes	No			
<u>1994 Dodge Van</u>	<u>X</u>	<u> </u>	<u>6-8</u>	<u> </u>	<u>X</u>
<u>1994 Dodge Van</u>	<u>X</u>	<u> </u>	<u>6-8</u>	<u> </u>	<u>X</u>
<u>1994 Dodge Van</u>	<u>X</u>	<u> </u>	<u>6-8</u>	<u> </u>	<u>X</u>

Total Vehicles Leased and Owned 3

If additional space is needed, attach additional sheet.

TN. 75-20Supersedes TN. New Material

Reinstated

Approval Date MAY 02 2003Effective Date

Section III. Description of Transportation Program (i.e. special circumstances, coordination of efforts and other factors which affect your program). Describe how you will assure transportation provided is the least expensive for the level of service required for the patient's condition. If additional space is needed, attach additional sheet.

SECTION IV. Transportation Operating Expenses, Funding Sources

Funding Sources

Name of Funding Sources for Transportation	1. Local Funding	2. State General Revenue	3. Total
METHAP	\$	\$ 5,392	\$ 5,392
City Of Nevada	\$ 9,000	\$	\$ 9,000
Nevada Regional Medical	\$ 189,678	\$	\$ 189,678
	\$	\$	\$
Total	\$ 198,678	\$ 5,392	\$ 204,070

- A. Total revenue used for all transportation (Total #3.) \$ 204,070
- B. Estimated operating cost of Medicaid transportation (Section II. C. 7.) \$ 183,663
- C. Total revenue certified to be used for medical transportation for Medicaid eligible individuals (Cannot exceed A.) \$ 91,832

The agency also certifies that costs for which reimbursement will be requested are not being claimed, or used to support requests from any other grant program.

Michael L. Mullin
AUTHORIZED SIGNATURE

6-11-96
DATE

President
TITLE

Nevada City Hospital d/b/a Nevada Regional Medical Center
AGENCY

TN. 15125

Reinstated
Approval Date MAY 02 2003

Supersedes TN. New Material

Effective Date

ESTIMATED ADMINISTRATIVE OPERATING BUDGET
FISCAL YEAR JULY 1, 1996 THROUGH JUNE 30, 1997

A. Administrative Expenses:

Project Manager's Salary	\$ 16,000
Fringes	2,838
Secretary/Bookkeeper	0
Fringes	0
Office Supplies	6,000
Building Utilities (lights, heat, water)	5,000
Telephone	1,200
Insurance	1,200
Bonding	0
Promotion	12,000
Travel (Mileage)	1,200
Miscellaneous Expenses	0
Advertising (notices in newspapers)	24,000

Total Administrative Expenses \$ 69,438

B. Operating Expenses:

Driver Salaries	\$ 100,000
Fringe Benefits	3,520
Dispatcher	31,000
Maintenance (Labor and Parts)	0
Fuel and Oil	0
Tires and Tubes	0
Misc. Materials and Supplies	112

Total Operating Expenses \$ 134,632

C. Total Administrative & Operating Expenses \$ 204,070

D. Estimated Operating Cost (Medicaid)* \$ 183,663

Prepared by Ron Hicks Date 5/16/96
 Title Controller

- * Estimated Operating Cost (Medicaid) is that part of the Total Administrative & Operating expense to be used for Medical transportation for Missouri Medicaid eligible individuals (Appendix A, Section II, C.7).

This budget page may be modified for your specific needs. Please note any modification with a check mark to the left of your line item.

TN. 713

Supersedes TN. 411 RD

Reinstated
 Approval Date MAY 02 2003
 Effective Date

NEVADA REGIONAL MEDICAL CENTER

TRANSPORTATION CHARGE S

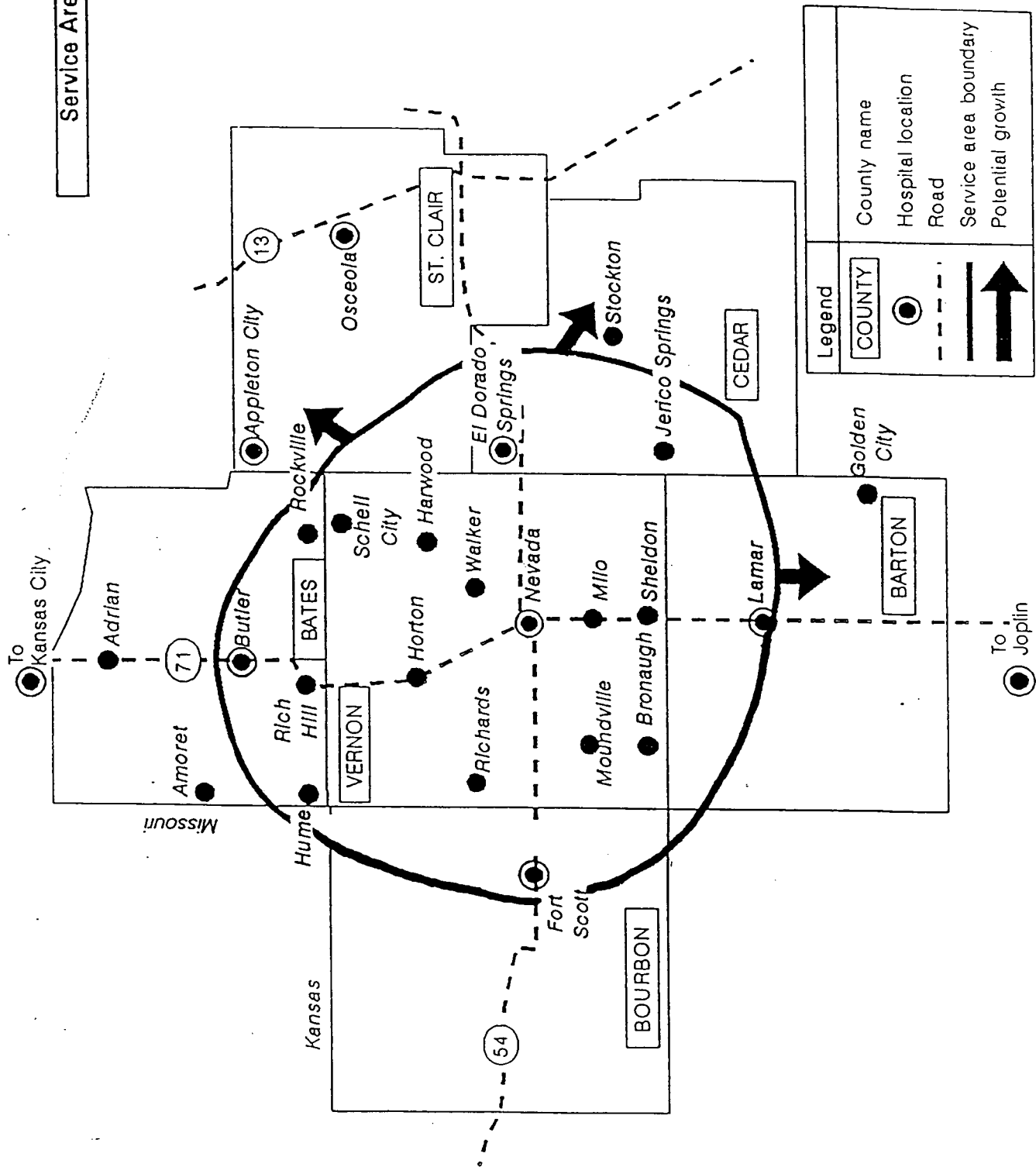
EFFECTIVE JULY 1, 1996

Charges will be based upon the actual cost of operation of the transportation services provided in conjunction with OATS. For the initial year of operation, charges will be based upon the budget submitted and adjusted accordingly at year end.

The estimated cost for one years operation based upon an estimated 100,000 miles is \$204,070 or a cost of \$2.04 per mile. Charges will be assessed on a per mile basis, for all participants at the rate of \$2.04 per mile.

State Plan TRF 96-25 Effective Date 7/1/96
Superseding TRF 416-180 ~~Renetited~~ Approval Date MAY 02 2003

Service Area



State Plan TN# 96-25 Effective Date 7/1/96
 Supervisor: 416-180 Renstated Approval Date MAY 02 2003



NEVADA REGIONAL MEDICAL CENTER
800 South Ash
Nevada, Missouri 64772
417-667-3355
TDD 417-448-3750
FAX # 417-667-3976

August 23, 1996

RECEIVED

AUG 26 1996

DMS - PDQA

Ms. Betty Nash
NEMT Project Director
Division of Medical Services
P.O. Box 6500
Jefferson City, Mo. 65102-6500

Dear Betty:

Per our conversation, I have researched when and where Nevada City Hospital was established.

Nevada City Hospital was established by the City of Nevada as a city owned not for profit hospital and opened it's doors in 1937. It operates under section 501 © (3) of the internal revenue code as well as sections 509 (a) (1) and 170 (b) (1) (A) (iii). As a city owned and operated hospital, we are a governmental entity subject to all state laws concerning governmental entities.

I hope this clarifies our status. If I can be of further assistance, please call.

Respectfully,

Ron Hicks
Controller

State Plan # 96-25 Effective Date 7/1/96
Superseded by 46-180 *Restated* Approval Date MAY 02 2003